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9172-G

REGISTRATION NO. FILED 1498

DEC 2 - 1994 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

WASHINGTON
LOS ANGELES
HARRISBURG
LONDON
FRANKFURT
TOKYO

THOMAS J. WOODFORD
DIAL DIRECT (202) 467-7159

December 2, 1994

BY HAND DELIVERY

Vernon A. Williams, Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

I have enclosed one original and one certified true copy of the secondary document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The enclosed document is an Amendment and Extension to Lease of Railroad Equipment, a secondary document, dated as of January 1, 1994 (the "Amendment"), between The Connell Company (as successor by revocation of trust from State Street Bank and Trust Company, itself the successor to The Connecticut Bank and Trust Company), as Lessor (the "Lessor") and Burlington Northern Railroad Company (as successor to Burlington Northern Inc.), as Lessee (the "Lessee"). The primary document to which the Amendment is connected is that certain Lease of Railroad Equipment dated as of December 1, 1977 (the "Lease"), between The Connecticut Bank and Trust Company and Burlington Northern Inc. (the "Lease") recorded with the Interstate Commerce Commission on January 10, 1978 at 10:30pm and assigned Recordation No. 9172-B.

The Amendment extends and amends the Lease only as to the 157 Units set forth on Schedule A to the Amendment.

The names and addresses of the parties to the document are as follows:

Lessor: The Connell Company
45 Cardinal Drive
Westfield, New Jersey 07090-1099

Lessee: Burlington Northern Railroad Company
3200 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

Thomas J. Woodford

MORGAN, LEWIS & BOCKIUS

Mr. Vernon A. Williams, Secretary
December 2, 1994
Page 2

A description of the equipment covered by the documents follows:

157 steel 100 ton 4,000 cubic foot triple open top hopper cars equipped with rotary couples, with identification numbers as set forth on Schedule A to the Amendment, a copy of which is attached as Exhibit A to this letter.

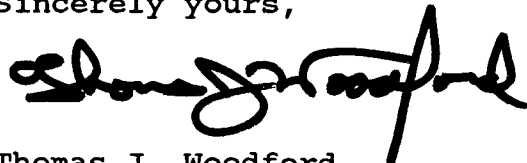
A check in the amount of \$21.00 is enclosed to cover the fee for filing the Amendment. Please return the original of the Amendment and the extra copy of this letter, time and date-stamped as to filing and return any extra copies of the Amendment or this letter not needed by the Commission for recordation to Thomas J. Woodford, Esq., Morgan, Lewis & Bockius, 1800 M Street, N.W., Washington, D.C. 20036.

A short summary of the document follows:

1. An Amendment and Extension to Lease of Railroad Equipment dated as of January 1, 1994 between The Connell Company (as successor by revocation of trust from State Street Bank and Trust Company (itself successor to The Connecticut Bank and Trust Company) as Trustee), as Lessor, 45 Cardinal Drive, Westfield, New Jersey 07090-1099, and Burlington Northern Railroad Company (as successor to Burlington Northern Inc.), as Lessee, 3200 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, amending and extending Lease of Railroad Equipment dated as of December 1, 1977, but only as to 157 of the 845 steel 100 ton 4,000 cubic foot triple open hopper cars equipped with rotary couple covered by the Lease.

If you have any questions, please do not hesitate to call the undersigned.

Sincerely yours,



Thomas J. Woodford

Enclosures
TWJ:11

VERIFICATION

STATE OF NEW JERSEY)
) SS:
COUNTY OF UNION)

On this 1st day of December, 1994, I have compared the annexed copy of Amendment and Extension to Lease of Railroad Equipment dated as of January 4, 1994 with the original and have found the copy to be complete and identical in all respects to the original document.

Karen Kulnic
Notary Public

[Notarial Seal]

KAREN KULINICH
NOTARY PUBLIC OF NEW JERSEY
Registered in Middlesex & Union Counties
My Commission Expires Sept. 30, 1997

9172 - G
REGISTRATION NO. FILED 1496

DEC 2 - 1994 - 2 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AND EXTENSION TO LEASE OF RAILROAD EQUIPMENT

Dated as of January 1, 1994

Between

BURLINGTON NORTHERN RAILROAD COMPANY (as successor to
Burlington Northern Inc.),

as Lessee,

and

THE CONNELL COMPANY

as Lessor.

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AMENDMENT AND EXTENSION TO LEASE OF RAILROAD EQUIPMENT

THIS AMENDMENT AND EXTENSION TO LEASE OF RAILROAD EQUIPMENT dated as of January 1, 1994 (this "*Amendment*") is between BURLINGTON NORTHERN RAILROAD COMPANY (as successor to Burlington Northern Inc.), a Delaware corporation (the "*Lessee*") and The CONNELL COMPANY, a New Jersey corporation (as successor by revocation of trust from State Street Bank and Trust Company, itself the successor to The Connecticut Bank and Trust Company,) (the "*Lessor*")

RECITALS:

A. The capitalized terms used in this Amendment shall have the respective meanings specified in the Lease (as hereinafter defined) unless otherwise herein defined or the context hereof shall otherwise require.

B. The Lessee and the Connecticut Bank and Trust Company, a national banking association, acting not in its individual capacity but solely as Trustee (the "Owner Trustee") under a Trust Agreement dated as of December 1, 1977 (the "Trust Agreement") with General Electric Credit Corporation ("GECC") and Connell Leasing, Inc. (subsequently succeeded by The Connell Company, as the result of merger) ("Connell") (GECC and Connell being referred to hereinafter collectively as the "Owner") entered into that certain Lease of Railroad Equipment dated as of December 1, 1977 (the "*Lease*") covering 845 steel 100 ton 4000 cubic foot triple open top hopper cars equipped with rotary couples.

C. The Lease was filed and recorded with the Interstate Commerce Commission on January 10, 1978 at 10:30 a.m. and assigned Recordation No. 9172-B.

D. The Lessee executed a Lease Termination Notice and Release dated as of May 27, 1993, pursuant to which the Lease was terminated as to a certain specified 300 of the Units.

E. By letter agreement dated June 29, 1993, between Connell Finance Company, Inc. (as agent for Connell and GECC) and the Lessee, the Lease was renewed on a month-to-month basis as to the remaining (after Casualty Occurrences) 483 of the Units.

F. By Disposition of Assets and Termination Agreement dated as of May 28, 1993, among GECC, Connell and the Owner Trustee (the "Termination Agreement"), GECC and Connell, as Owner, authorized and directed the Owner Trustee to, and the Owner Trustee did, sell, assign, transfer and set over (i) unto GECC, the 326 Units (the "GECC Units") identified as being transferred to GECC on Exhibit B thereto and (ii) unto Connell, the 157 Units identified as being transferred to Connell on Exhibit B thereto, and set forth on Schedule A to this Amendment.

G. The parties understand that by Lease Termination Notice and Release to be dated January 1, 1994, the Lessee intends to acknowledge the termination of the Lease as to the 336 GECC Units.

H. The parties hereto desire to extend and amend the Lease in the respects, but only in the respects, hereinafter set forth and only as to the 157 Units set forth on Schedule A hereto, (it being understood that, for purposes of this amendment, "Units" shall refer to and only to such 157 Units and any substitutions therefor.

In consideration of the foregoing and the premises hereof, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. LEASE EXTENSION.

Section 1.1. Term. The parties hereto hereby agree that the term of the Lease as to all of the Units subject to the Lease as of the date hereof shall terminate on December 31, 1993 and that such term be extended for a period of ten years (the "*First Extended Term*") commencing on January 1, 1994 and, unless sooner terminated in accordance with the provisions of this lease, shall end on December 31, 2003.

Section 1.2. Rentals. With respect to each Unit subject to the Lease during the First Extended Term, the Lessee will pay to the Lessor, as rental for each such Unit, in arrears, 20 consecutive semiannual installments payable on January 1 and July 1 in each year, commencing July 1, 1994. The 20 consecutive semiannual rental installments shall each be in an amount equal to the product of \$ * and (ii) the number of Units subject to the Lease on the first day of such semiannual period for which such rental installment is due.

Section 1.3 Early Termination Option. Lessee shall have the option to terminate this lease with respect to all but not less than all of the Units on December 31, 2000 ("the Early Termination Date"); provided, however, that the Lessee shall exercise this option by irrevocable written notice delivered to the Lessor not more than 360 days and not less than 180 days prior to the Early Termination Date. If the Lessor exercises this option, Lessee shall pay to the Lessor on the Termination Date, an amount equal to \$ * for each Unit (other than any Unit which had been the subject of a Casualty Occurrence) and Lessee shall cause each such Unit to be delivered to Lessor in the condition required by, and in all respects in compliance with, Section 17 of the Lease, at a location on the Lessee's system designated by Lessor.

SECTION 2. AMENDMENTS TO LEASE

The Lease is hereby amended as follows:

(a) (1) All references in the Lease to "Owner-Trustee" are amended to read "Lessor", which term shall include any successor or assignee of the Lessor.

(2) All references in the Lease to "Owners" are amended to read "Owner"; and

(3) All references in the Lease to "Vendors", "Builders", "Security Documentation" and "Lease Assignment" are deleted as inapplicable during the First Extended Term and thereafter.

(b) Sections 3.1, 3.3, 3.4, 4.2, 16.3, and 29 of the Lease are hereby deleted.

(c) The first sentence of Section 4.1 of the Lease is amended so as to delete the phrase "Section 3.1 hereof" and insert in lieu thereof "the terms of the Lease".

(d) For the period of the First Extended Term, the second sentence of the first paragraph of Section 7.1 of the Lease is deleted, and the following two sentences are inserted in lieu thereof:

* Redacted for purposes of I.C.C. filing.

"The date that a Casualty Occurrence has occurred shall hereinafter be called a "Casualty Date". On a date (a "Casualty Payment Date") no more than thirty days after the Casualty Date, the Lessee shall pay to the Lessor a sum equal to the Casualty Value (as hereinafter defined) of any such Unit as of such Casualty Payment Date, plus any rental (on a daily pro-rata basis if the Casualty Date is not a rental payment date) accrued up to and including the Casualty Date, in respect of such Unit.

(e) For the period of the First Extended Term, Section 7.5 of the Lease is hereby amended to read in its entirety as follows:

"7.5 Amount of Casualty Values. The Casualty Value of each Unit as of the Casualty Payment Date on which payment is made shall be determined as follows:

(a) if the Casualty Date coincides with a "Date" set forth on Schedule B to the Amendment and Extension to Lease of Railroad Equipment dated as of January 1, 1994 ("Schedule B"), the Casualty Value shall be an amount equal to that amount as is set forth on Schedule B for such Date, or

(b) if the Casualty Date coincides with a date other than a Date set forth on Schedule B, the Casualty Value shall be an amount equal to that amount as is set forth on Schedule B opposite the Date next preceding the Casualty Date."

(f) Section 7.6 of the Lease is hereby deleted.

(g) Section 16.1 of the Lease is hereby amended by deleting said Section 16.1 in its entirety and substituting the following language in lieu thereof:

**"SECTION 16. RENEWAL
FOR ONE THREE YEAR PERIOD.**

Provided that this Lease has not been earlier terminated and no Event of Default hereunder has occurred and is continuing, the Lessee may, by written notice delivered to the Lessor not less than 180 days prior to the end of the First Extended Term, elect to extend such extended term of this lease, in respect of all but not less than all the Units then covered by this Lease, for an additional three-year period (the "Second Extended Term") commencing on the scheduled expiration date of the respective extended term of this lease, at * per Unit payable in arrears in semiannual payments on the month and day such rentals were payable for the Units in each year of the First Extended Term."

(h) Section 13.1 (E) of the Lease is amended so as to delete reference to "Section 77 of the Bankruptcy Act" and insert in lieu thereof "the Bankruptcy Code".

(i) Section 21 ("Notices") of the Lease is amended so as to delete subsections (a) and (b) thereof, and insert in lieu thereof the following:

* Redacted for purposes of I.C.C. filing.
- 3 -

(a) if to the Lessor, at 45 Cardinal Drive, Westfield, NJ 07090-1099;

(b) if to the Lessee, at 3200 Continental Plaza, 777 Main Street, Ft. Worth, TX 76102, Attn: Director-Equipment Financing.

SECTION 3. MISCELLANEOUS.

Section 3.1. Governing Law. The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the State of Minnesota; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and Section 86 of the Railway Act of Canada.

Section 3.2 Counterparts. This Amendment may be executed in several counterparts, such counterparts together constituting but one and the same instrument. Although for convenience this Amendment is dated as of the date first set forth above, the actual date or dates of extension hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

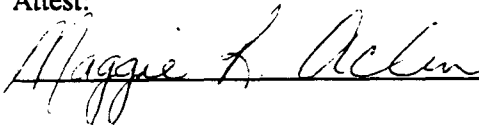
Section 3.3 Reference to Lease. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the extension and delivery of this Amendment may refer to the "Lease of Railroad Equipment dated as of December 1, 1977" without making specific reference to this Amendment but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

Section 3.4 Ratification. Except to the extent hereby extended, amended or modified, the Lease is in all respects hereby ratified, confirmed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment and Extension to Lease of Railroad Equipment to be executed as of the date first above written.

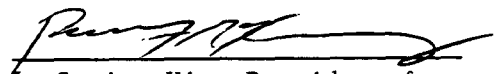
(CORPORATE SEAL)

Attest:


Maggie L. Allen

BURLINGTON NORTHERN RAILROAD
COMPANY (as successor to Burlington
Northern Inc.)


By


Its Senior Vice President &
Treasurer

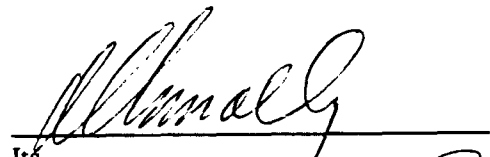
THE CONNELL COMPANY

(CORPORATE SEAL)

Attest:

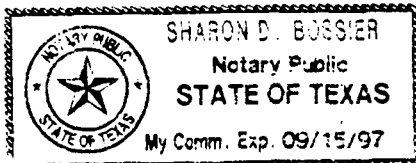

Ass't Secretary

By


Its EXECUTIVE VICE PRESIDENT

STATE OF TEXAS)
) SS.:
COUNTY OF TARRANT)

On this 23rd day of December, 1993, before me personally appeared Robert F. McKenney, to me personally known, who being by me duly sworn, says that he/she is Sr. VP & Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the extension of the foregoing instrument was the free act deed of said corporation.



[Notarial Seal]

Sharon D. Bossier
Notary Public

My Commission expires

STATE OF NEW JERSEY)

COUNTY OF UNION)

On this 4th day of Jan., 1994, before me personally appeared R.C. Connolly, to me personally known, who being by me duly sworn, says that he/she is Exec. V.P. of THE CONNELL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the extension of the foregoing instrument was the free act and deed of said corporation.

Virginia Anter
Notary Public

[Notarial Seal]

My Commission Expires

VIRGINIA ANTER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 11, 1994

Schedule A
to Amendment and Extension to Lease of Railroad Equipment
dated as of January 1, 1994 for 157 triple open top steel hopper cars
Units Leased:

BN 528050	BN 528123	BN 528195	BN 528286
BN 528051	BN 528126	BN 528202	BN 528287
BN 528053	BN 528127	BN 528203	BN 528288
BN 528054	BN 528129	BN 528204	BN 528289
BN 528055	BN 528131	BN 528205	BN 528290
BN 528056	BN 528133	BN 528207	BN 528291
BN 528058	BN 528134	BN 528208	BN 528292
BN 528059	BN 528135	BN 528213	BN 528295
BN 528060	BN 528138	BN 528217	BN 528297
BN 528063	BN 528140	BN 528221	BN 528298
BN 528064	BN 528143	BN 528222	BN 528303
BN 528065	BN 528144	BN 528227	BN 528304
BN 528067	BN 528146	BN 528228	BN 528305
BN 528069	BN 528147	BN 528229	BN 528306
BN 528071	BN 528148	BN 528231	BN 528307
BN 528072	BN 528149	BN 528234	BN 528308
BN 528074	BN 528150	BN 528238	BN 528310
BN 528075	BN 528151	BN 528240	BN 528311
BN 528079	BN 528152	BN 528241	BN 528312
BN 528080	BN 528153	BN 528243	BN 528316
BN 528082	BN 528154	BN 528244	BN 528318
BN 528083	BN 528155	BN 528245	BN 528320
BN 528084	BN 528157	BN 528247	
BN 528085	BN 528159	BN 528250	
BN 528086	BN 528160	BN 528252	
BN 528087	BN 528161	BN 528253	
BN 528090	BN 528163	BN 528254	
BN 528091	BN 528164	BN 528255	
BN 528092	BN 528165	BN 528256	
BN 528094	BN 528166	BN 528257	
BN 528095	BN 528167	BN 528258	
BN 528099	BN 528168	BN 528260	
BN 528100	BN 528171	BN 528261	
BN 528102	BN 528173	BN 528263	
BN 528103	BN 528174	BN 528264	
BN 528105	BN 528175	BN 528265	
BN 528106	BN 528176	BN 528266	
BN 528107	BN 528180	BN 528269	
BN 528112	BN 528182	BN 528270	
BN 528113	BN 528183	BN 528272	
BN 528114	BN 528185	BN 528273	
BN 528115	BN 528186	BN 528274	
BN 528117	BN 528187	BN 528279	
BN 528118	BN 528189	BN 528282	
BN 528119	BN 528191	BN 528285	

Schedule B
to Amendment and Extension to Lease of Railroad Equipment
dated as of January 1, 1994 for 157 Steel Coal Cars (Units)

<u>Date</u>	<u>per Unit</u> <u>Casualty Value</u>
1/1/1994	
2/1/1994	
3/1/1994	
4/1/1994	
5/1/1994	
6/1/1994	
7/1/1994	
8/1/1994	
9/1/1994	
10/1/1994	
11/1/1994	
12/1/1994	
1/1/1995	
2/1/1995	
3/1/1995	
4/1/1995	
5/1/1995	
6/1/1995	
7/1/1995	
8/1/1995	
9/1/1995	
10/1/1995	
11/1/1995	
12/1/1995	
1/1/1996	
2/1/1996	
3/1/1996	
4/1/1996	
5/1/1996	
6/1/1996	
7/1/1996	
8/1/1996	
9/1/1996	
10/1/1996	
11/1/1996	
12/1/1996	
1/1/1997	
2/1/1997	
3/1/1997	
4/1/1997	
5/1/1997	
6/1/1997	
7/1/1997	

Redacted for purpose of I.C.C. filing.

Schedule B
to Amendment and Extension to Lease of Railroad Equipment
dated as of January 1, 1994 for 157 Steel Coal Cars (Units)

<u>Date</u>	<u>per Unit Casualty Value</u>
8/1/1997	
9/1/1997	
10/1/1997	
11/1/1997	
12/1/1997	
1/1/1998	
2/1/1998	
3/1/1998	
4/1/1998	
5/1/1998	
6/1/1998	
7/1/1998	
8/1/1998	
9/1/1998	
10/1/1998	
11/1/1998	
12/1/1998	
1/1/1999	
2/1/1999	
3/1/1999	
4/1/1999	
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7/1/1999	
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10/1/1999	
11/1/1999	
12/1/1999	
1/1/2000	
2/1/2000	
3/1/2000	
4/1/2000	
5/1/2000	
6/1/2000	
7/1/2000	
8/1/2000	
9/1/2000	
10/1/2000	
11/1/2000	
12/1/2000	
1/1/2001	

Redacted for purpose of I.C.C. filing

Schedule B
to Amendment and Extension to Lease of Railroad Equipment
dated as of January 1, 1994 for 157 Steel Coal Cars (Units)

<u>Date</u>	<u>per Unit Casualty Value</u>
2/1/2001	
3/1/2001	
4/1/2001	
5/1/2001	
6/1/2001	
7/1/2001	
8/1/2001	
9/1/2001	
10/1/2001	
11/1/2001	
12/1/2001	
1/1/2002	
2/1/2002	
3/1/2002	
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6/1/2003	
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10/1/2003	
11/1/2003	
12/1/2003	
1/1/2004	

Redacted for Purpose of T.C.C. filing